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09-28-2001

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VMERCE
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To the Honorable Commissioner of Patents

U.S. Patent & TMO/TM Mail Rcpt Dt #7:

101871093

eof.

1. Name of conveying party(ies):

Ready Food Products, Inc.

09/28/01

- Individual(s)
- General Partnership
- Corporation-State - Pennsylvania
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 25, 2001

2. Name and address of receiving party(ies):

Name: Ready Food Products, LLC

Internal Address:

Street Address: 10975 Dutton Road

City: Philadelphia State: PA ZIP: 19154-3288

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Pennsylvania limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 3

A. Trademark Application No.(s)
76/299,237

B. Trademark Registration No.(s)
1,657,540 and 763,708

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Molly Buck Richard

Internal Address: Strasburger & Price, L.L.P.

Street Address: 901 Main Street, Suite 4300

City: Dallas State: TX ZIP: 75202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 19-4547

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. *To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Molly Buck Richard

September 28, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

10/10/2001 LMUELLER 0-000114 76299237 40.00 DP 50.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002381 FRAME: 0362

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

SEPTEMBER 26 2001

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING,

READY FOOD PRODUCTS, LLC

I, Kim Pizzigrilli, Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct photocopy of Certificate of Merger

which appear of record in this department



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Kim Pizzigrilli
Secretary of the Commonwealth
JSOW

RETURN TO CSC

3026483
CERTIFICATE OF MERGER
OF
READY FOOD PRODUCTS, LLC

Filed in the Department of
State of Pennsylvania SEP 25 2001
Kim Puzos
Secretary of the Commonwealth

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In compliance with the requirements of Section 8958 of the Pennsylvania Limited Liability Company Act (the "Act"), as amended from time to time, (relating to certificate of merger or consolidation), READY FOOD PRODUCTS, INC., a Pennsylvania corporation (the "Company") and READY FOOD PRODUCTS, LLC, a Pennsylvania limited liability company ("Newco"), desiring to effect a merger (the "Merger"), hereby state that:

1. The name of the limited liability company surviving the Merger is "READY FOOD PRODUCTS, LLC."

2. The surviving limited liability company is a domestic limited liability company and the name of its commercial registered office provider and the county of venue is the Corporation Service Company, County of Dauphin, Pennsylvania (the Department of State of the Commonwealth of Pennsylvania (the "Department") is hereby authorized to correct the following information to conform to the records of the Department)

3. The name of the commercial registered office provider and the county of venue of READY FOOD PRODUCTS, INC., a Pennsylvania corporation and party to the Agreement and Plan of Merger (as defined in Paragraph 4 hereof) is Corporation Service Company, County of Dauphin, Pennsylvania.

4. The agreement and plan of merger between the Company and Newco, dated as of September 25, 2001 (the "Agreement and Plan of Merger"), shall be effective upon filing this Certificate of Merger in the Department.

5. (a) The Agreement and Plan of Merger was adopted, pursuant to Section 1924(a) of the Pennsylvania Business Corporation Law, as amended from time to time (the "PA BCL"), by Unanimous Written Consent of the Board of Directors of the Company, dated September 25, 2001

(b) The Agreement and Plan of Merger was adopted, pursuant to Section 8957(d) and (g) of the Act by Written Consent of the Manager of Newco dated September 25, 2001.

(c) The Agreement and Plan of Merger was adopted, pursuant to Section 1924(a) of the PA BCL, by Written Consent of the Sole Shareholder of the Company, dated September 25, 2001.

(d) The Agreement and Plan of Merger was adopted, pursuant to Section 8957(g) of the Act, by Written Consent of the Sole Member of Newco, dated September 25, 2001.

THIS IS A TRUE COPY OF
THE ORIGINAL SIGNED
DOCUMENT FILED WITH
THE DEPARTMENT OF STATE

IN WITNESS WHEREOF, the Company and Newco have caused this Certificate of Merger to be signed by their respective duly authorized persons as of the date first above written.

READY FOOD PRODUCTS, INC.

By: Martin J. Margherio
Name: Martin J. Margherio
Title: President and Chief Executive Officer

READY FOOD PRODUCTS, LLC, by its
Manager, Crowley Foods, Inc.

By: Martin J. Margherio
Name: Martin J. Margherio
Title: President and Chief Executive Officer

EXHIBIT A

[SEE ATTACHED SHEETS]

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of September 25, 2001, by and between READY FOOD PRODUCTS, INC., a Pennsylvania corporation (the "Company"), and READY FOOD PRODUCTS, LLC, a Pennsylvania limited liability company ("Newco")

WITNESSETH:

WHEREAS, the sole shareholder of all of the issued and outstanding capital stock of the Company is Crowley Foods, Inc., a Delaware corporation (the "Sole Shareholder");

WHEREAS, the sole member of Newco is Crowley Foods, Inc., a Delaware corporation (the "Member");

WHEREAS, each of the Board of Directors of the Company and the manager of Newco have approved the merger of the Company with and into Newco (the "Merger"), pursuant to and subject to the terms and conditions of this Agreement;

WHEREAS, the Board of Directors of the Company has unanimously determined that the Merger is advisable and in the best interest of the Company and the Sole Shareholder and has recommended the approval of the Merger and this Agreement by the Sole Shareholder;

WHEREAS, the Sole Shareholder has approved the Merger and this Agreement by written consent;

WHEREAS, the manager of Newco has determined that the Merger is advisable and in the best interests of Newco and the Member and has recommended the approval of the Merger and this Agreement by the Member;

WHEREAS, the Member has approved the Merger and this Agreement by written consent;

NOW THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the parties hereto, intending to be legally bound, agree as follows:

I. Merger. This Agreement is adopted pursuant to Section 1921 through 1930 of the Pennsylvania Business Corporation Law, as amended from time to time (the "PA BCL"), and Section 8956 through 8959 of the Pennsylvania Limited Liability Company Act, as amended from time to time (the "Act"). Upon the terms and subject to the conditions of this Agreement, a certificate of merger (the "Certificate of Merger") shall be duly prepared, executed and acknowledged by Newco in accordance with the Act and shall be filed with the Department of State of the Commonwealth of Pennsylvania (the "Department") as provided in Section 8958 of the Act. The Merger shall become effective upon the filing of the Certificate of Merger (hereinafter referred to as the "Effective Date").

2. Effects of the Merger. On the Effective Date, the Company shall be merged with and into Newco, and the separate corporate existence of the Company shall cease to exist. Newco shall continue under the laws of the Commonwealth of Pennsylvania as the surviving entity following the Merger under the name of "READY FOOD PRODUCTS, LLC" (the "Surviving Entity"). The Certificate of Organization of Newco shall be the Certificate of Organization of the Surviving Entity. The manager of Newco immediately prior to the Effective Date shall be the manager of the Surviving Entity from and after the Effective Date, to serve in accordance with Operating Agreement of Newco and the Act, until its successor is duly elected and qualified in accordance therewith. The consummation of the Merger will have the effects provided in Section 8959 of the Act and Section 1929 of the PA BCL.

3. Treatment of Capital Stock and Membership Interests. On the Effective Date.

(a) Each share of (i) class A common stock, par value of \$10 per share, (ii) class B common stock, par value of \$10 per share and (iii) preferred stock, par value of \$100 per share of the Company issued and outstanding immediately prior to the Effective Date and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, forthwith be canceled and cease to exist.

(b) Each limited liability company interest of Newco issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain outstanding as a limited liability company interest of the Surviving Entity.

4. Further Assurances. From time to time, as and when required by the Surviving Entity or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by the Company all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company and otherwise to carry out the purposes of this Agreement. The manager of the Surviving Entity is fully authorized in the name and on behalf of the Company or otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments.

5. Submission to Sole Shareholder and Member. This Agreement shall be submitted separately to the Sole Shareholder of the Company and the Member of Newco as required by the PA BCL and the Act for consideration and approval thereof by each.

6. Amendment and Modification. This Agreement may be amended or modified at any time by the parties hereto but only pursuant to an instrument in writing signed by each of the parties.

7. Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all

other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

8. Validity. The invalidity or unenforceability of any term or provision of this Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions of this Agreement in any other situation or in any other jurisdiction.

9. Governing Law. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule thereof.

10. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * * * *

IN WITNESS WHEREOF, the Company and Newco have caused this Agreement to be signed by their respective duly authorized persons as of the date first above written.

READY FOOD PRODUCTS, INC.

By: Martin J. Margherio
Name: Martin J. Margherio
Title: President and Chief Executive Officer

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